

These Training Program Purchase Terms and Conditions (**Terms and Conditions**) govern your purchase of training programs from Chief HR Australia Pty Ltd.

By clicking "accept" or by purchasing a Program, you acknowledge that you have read, understood, and agree to be bound by these Training Program Purchase Terms and Conditions (**Terms and Conditions**).

Please be mindful of the Program cancellation policy outlined in clause 5 below.

1. Program Purchase

- 1.1. The website www.chiefhr.com.au (**Website**) is operated by Chief HR Australia Pty Ltd (ABN: 28 675 096 929) of Ground Floor, 470 St Kilda Road, Melbourne, Victoria 3004 (**Chief HR**).
- 1.2. The Website provides you with an opportunity to browse and purchase programs offered by Chief HR (**Program**). The Program is intended for participants in the role of CHRO.
- 1.3. You have agreed to purchase a Program through the Website.
- 1.4. These Terms and Conditions are to be read in conjunction with the payment page (**Payment Page**) and Program information page (**Information Page**) of the Website.

2. Acceptance of the Terms and Conditions

You accept and agree to be bound by these Terms and Conditions by clicking to accept or agree and purchasing a Program through the Website.

3. Program Inclusions

You acknowledge and agree that the Program inclusions, deliverables, and scope are exclusively those set out in the relevant Program Information Page for the specific Program you have purchased. Chief HR has no obligation to provide any services, materials, or benefits not expressly listed on the Program Information Page.

4. Purchase of Program

- 4.1. In purchasing a Program through the Website, you will agree to the payment of the purchase price listed on the Payment Page/Information Page (**Purchase Price**).
- 4.2. In purchasing the Program you warrant that you are in a suitable role of a CHRO, and that you are an eligible participant. If Chief HR forms the view that the Program would not be of benefit to you because of a non-CHRO role, Chief HR may cancel your purchase the Purchase Price paid will be refunded.

- 4.3. Payment of the Purchase Price may be made through debit card and credit card through the available payment provider (**Payment Gateway Providers**), or via other payment options that are made available (for example, direct deposit).
- 4.4. In purchasing a Program, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable terms and conditions of use, privacy policy and other relevant legal documentation provided by the Payment Gateway Providers.
- 4.5. You acknowledge and agree that where a request for the payment of the Purchase Price is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Purchase Price.
- 4.6. Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are GST exclusive, being goods and services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth). The Purchase Price displayed on the Payment Page will clearly indicate whether GST is included or will be added.
- 4.7. You agree not to record (whether by audio, video, screenshot, artificial intelligence tools, or any other means) any sessions, materials, or content provided by Chief HR without the prior written consent of Chief HR. Any unauthorised recording may result in immediate termination of your access to the Program without refund.

5. Program Cancellation

- 5.1. By purchasing a Program, you agree to the following cancellation policy (**Cancellation Policy**).
- 5.2. Subject to your rights under the Australian Consumer Law, the Program is non-refundable except as expressly provided in clause 5.3 below.
- 5.3. **Once dates are confirmed, cancellation fees apply as follows:**
 - i. **More than 30 days prior to the confirmed date, full refund or transfer to an alternative date;**
 - ii. **Between 15 and 30 calendar days prior to the confirmed date, 50% of the total Purchase Price is payable, or you may transfer to an alternative date subject to availability;**
 - iii. **Between 5 and 14 calendar days prior to the confirmed date, 75% of the total Purchase Price is payable;**
 - iv. **5 calendar days or less prior to the confirmed date, 100% of the total Purchase Price is payable.**

- 5.4. If Chief HR foresees being unable to deliver the Program on the agreed date and time, Chief HR will inform you as soon as reasonably practicable and will liaise with you to reschedule the Program. If rescheduling is not possible within 30 calendar days, you may elect to receive a full refund of the Purchase Price paid in advance for that Program.
- 5.5. You may substitute a participant in a Program provided you give Chief HR at least 5 business days' prior written notice, and the substitute participant agrees to be bound by these Terms and Conditions.

6. Program Registration

- 6.1. In order to purchase a Program, you will be required to provide information about your business, including (but not limited to) business name, contact person, email address, ABN, address, and details of participants to attend the Program.
- 6.2. You warrant that any information you give to Chief HR in the course of completing the registration process will always be accurate, correct and up to date, and you agree to promptly update any information that becomes inaccurate or out of date.

7. Group Component

- 7.1. Where a Program contains a group component, each participant (**Participant**), must agree that they will not, through any means: (a) harm, harass, hassle or abuse other participants; (b) send unwelcomed communication, such as spam, to other participants; (c) act in an unlawful, abusive, defamatory, discriminatory or otherwise objectionable manner; (d) infringe the intellectual property or privacy rights of any participant or third party; (e) attempt to solicit or sell to other participants.
- 7.2. Chief HR retains the right to deny you or any participant access to the Program at any time for breach of these Terms and Conditions.

8. Warranty

- 8.1. Chief HR will use its best efforts and take all reasonable steps to help participants achieve the desired results. However, Chief HR makes no warranty that the Program will meet your requirements or that of participants, or that all participants will achieve the same results.
- 8.2. The Program comes with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Program, you are entitled to cancel your contract with Chief HR. A major failure with the service is defined by the Australian Consumer Law and includes but is not limited to severe situations where a service is unfit for the purpose it is sold or creates an unsafe situation.

9. Disclaimer

- 9.1. You are solely responsible for creating and implementing your own business, financial, marketing, mental decisions, choices, actions and results arising out of or resulting from the Program and your group sessions and interactions with Chief HR. As such, you agree that Chief HR is not and will not be liable or responsible for any actions or inaction, including effects on your business, personal life or career, or for any direct or indirect result of any Program provided by Chief HR.
- 9.2. You understand that the Program, and any information you receive through your involvement in the Program, or through any materials and documents provided to you are not a substitute for psychological, legal, business or financial advice. Chief HR recommends that you seek independent accounting, legal, or financial advice before relying on any information, tools, case examples, or guidance provided through the Program. Chief HR will not be liable in any way for your use of, or reliance upon, the information or advice provided to you.

10. Information Disclaimer

- 10.1. Any information, advice, content or documentation provided on the Website or through the Program or accompanying Program materials do not constitute professional, financial, business or other advice, and are provided for general information and guidance purposes only.
- 10.2. All care is taken in the preparation of the information and published materials on the Website or through the Program or accompanying Program materials. Chief HR does not make any representations or give any warranties about its accuracy, reliability, completeness or suitability for any particular purpose.
- 10.3. To the extent permissible by law, Chief HR will not be liable for any expenses, losses, damages (including indirect or consequential damages) or costs which might be incurred as a result of the information being inaccurate or incomplete in any way and for any reason or your reliance on the information, advice or documentation on the Website, through the Program or accompanying Program materials, social media accounts or on any other related platform.

11. Liability and waivers

11.1. Liability

Chief HR's total liability arising out of or in connection with the Program or these Terms and Conditions, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Program to you.

11.2. Waivers

- (a) A waiver of any right, power or remedy under these Terms and Conditions must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under these Terms and Conditions does not amount to a waiver.

12. Disclosure and Use of Confidential Information

- (a) Confidential information means any information that is processes, methodologies, statements, formulae, trade secrets, information (and copies and extracts made of or from that information and data) that is not in the public domain; and confidential by nature, stipulated as confidential or any other information that would be reasonably considered to be confidential due to the value of the information (**Confidential Information**).
- (b) All obligations of confidence set out in these Terms and Conditions continue in full force and effect after completion of the Program.
- (c) Chief HR will not disclose any Confidential Information to any third party without your prior consent.
- (d) These Terms and Conditions prohibits the disclosure of Confidential Information by Chief HR with the exception to the following circumstances: (i) the disclosure is to a professional adviser for it to provide advice in relation to matters arising under or in connection with these Terms and Conditions and you have consented to the disclosure of such information to the professional adviser; (ii) the disclosure is required by applicable law or regulation; or (iii) if the confidential information is already in the public domain at no fault of Chief HR.

13. Copyright and Intellectual Property Rights

There is no assignment of intellectual property rights by Chief HR to you pursuant to these Terms and Conditions.

14. Dispute Resolution & Mediation

If a dispute arises out of or relates to the terms of these Terms and Conditions, either party may not commence any legal proceedings in relation to the dispute, unless they attempt to resolve the disagreement through an appropriate mediator to be appointed by an independent third party as agreed and attend a mediation.

15. Force Majeure

- (a) If circumstances beyond Chief HR's control prevent or hinder its provision of the Program, Chief HR is free from any obligation to provide the Program while those circumstances continue. Chief HR may elect to terminate these Terms and Conditions until such circumstances have ceased.
- (b) Circumstances beyond Chief HR's control include, but are not limited to, unavailability of materials or components, pandemics, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.
- (c) For the sake of clarity, if in Chief HR's reasonable opinion, the provision of the Program will be affected by a pandemic, Chief HR may suspend the provision of the Program in part or in whole to you indefinitely. Additionally, Chief HR will not be liable for any losses or damage due to a pandemic. If you choose to cancel a Program due to a pandemic, the above Cancellation Policy will apply.

16. Indemnification

You hereby indemnify and agree to keep indemnified Chief HR against all liability, losses or expenses you incur in relation to or in any way directly or indirectly connected with any breach of copyright or any rights in relation to copyright in such literary and artistic works supplied as aforesaid.

17. Marketing

You agree that any testimonials that may be provided by you from time to time may be used by Chief HR for marketing purposes.

18. Governing Law & Jurisdiction

These Terms and Conditions are governed by the laws of Victoria, Australia. In the event of any dispute arising out of or in relation to the Program or these Terms and Conditions, the parties agree that the exclusive venue for resolving any dispute will be in the courts of Victoria, Australia.

19. No partnership or agency

Nothing contained or implied in these Terms and Conditions will create or constitute, or be deemed to create or constitute, a partnership between the parties. A party must not act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other parties to any obligation.

20. Assignment

These Terms and Conditions may not be assigned without the consent of both parties.

21. Variation

These Terms and Conditions may not be changed or modified in any way except in writing.

22. Severance

Any provision of these Terms and Conditions, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of such provisions in any other jurisdiction.

23. Entire Agreement

These Terms and Conditions constitute the entire agreement of the parties in respect of the matters dealt with in these Terms and Conditions and supersede all prior agreements, understandings, undertakings, representations and negotiations in respect of the matters dealt with in these Terms and Conditions. Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, except as expressly set out in these Terms and Conditions.